

I hereby certify that this correspondence is being submitted to the United States Patent and Trademark Office via EFS on **August 11, 2008**.

8/11/08 Michelle Horn
Date Signature

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

E. Raschke *et al.*

Application No.: 09/844,662

Filed: April 27, 2001

For: METHODS FOR BINDING AN
EXOGENOUS MOLECULE TO
CELLULAR CHROMATIN

Examiner: Robert M. Kelly

Group Art Unit: 1633

Confirmation No.: 9004

TERMINAL DISCLAIMER UNDER 37 C.F.R. § 1.321(c)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

1. Sangamo BioSciences, Inc. (the Assignee) is the owner of the entire right, title and interest in the instant U.S. Patent Application by virtue of an assignment recorded on October 16, 2001 at Reel 012068, Frame 0811.

2. The Assignee is also the owner of the entire right, title and interest in U.S. Patent Nos. 6,599,692 and 7,235,354 by virtue of an assignment recorded October 29, 1999 at Reel 013621, Frame 0609. The Assignee is also the owner of the entire right, title and interest in U.S. Patent Nos. 6,534,261; 6,607,882; 6,824,978; 6,979,539; 6,933,113; 7,013,219; 7,220,719 by virtue of an assignment recorded April 1, 1999, Reel 01418, Frame 0960. The Assignee is also the owner of the entire right, title and interest in U.S. Patent No. 7,217,509 by virtue of an

assignment recorded October 16, 2001 at Reel 012068, Frame 0819. The Assignee is also the owner of the entire right, title and interest in U.S. Patent Nos. 6,453,242; 6,785,613; and 7,177,766 by virtue of an assignment recorded April 2, 1999 at Reel 009872, Frame 0498. The Assignee is also the owner of the entire right, title and interest in U.S. Patent Nos. 6,610,489 and 7,097,978 by virtue of an assignment recorded on October 9, 2001 at Reel 012041 and Frame 0124. The Assignee is also the owner of the entire right, title and interest in U.S. Patent No. 7,070,934 by virtue of an assignment recorded on October 2, 2003 at Reel 014023 Frame 0434. The Assignee is also the owner of the entire right, title and interest in U.S. Patent Nos. 7,026,462 and 7,067,317 by virtue of an assignment recorded on January 14, 2002 at Reel 012494, Frame 0556. The Assignee is also the owner of the entire right, title and interest in U.S. Patent Nos. 7,045,304, 6,989,269 and 6,689,558 by virtue of an assignment recorded on April 17, 2001 at Reel 011496, Frame 0096. The Assignee is also the owner of the entire right, title and interest in U.S. Patent No. 7,001,768 by virtue of an assignment recorded on January 25, 2002 at Reel 012338, Frame 0701. The Assignee is also the owner of the entire right, title and interest in U.S. Patent No. 6,933,133 on December 6, 2001 at Reel 012218, Frame 0221. The Assignee is also the owner of the entire right, title and interest in U.S. Patent No. 6,777,185 on September 27, 2001 at Reel 012004, Frame 0772 and October 1, 2001 at Reel 01227, Frame 0723. The Assignee is also the owner of the entire right, title and interest in U.S. Patent No. 6,511,808 on October 16, 2001 at Reel 012068, Frame 0828. The Assignee is also the owner of the entire right, title and interest in U.S. Patent No. 6,503,717 on April 10, 2001 at Reel 011471, Frame 0650.

3. The assignee hereby disclaims, except as provided below, the terminal part of any patent granted on the above-captioned application Serial No. 09/844,662 which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154-156 and 173 of U.S. Patent Nos. 7,235,354; 7,220,719; 7,217,509; 7,177,766; 7,097,978; 7,070,934; 7,067,317; 7,045,304; 7,026,462; 7,013,219; 7,001,768; 6,989,269; 6,979,539; 6,933,133; 6,785,613;

6,780,590; 6,777,185; 6,689,558; 6,610,489; 6,607,882; 6,599,692; 6,534,261; 6,511,808; 6,503,717 and 6,453,242. Assignee further agrees that any patent granted on the above-captioned application Serial No. 09/844,662 will be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent Nos. 7,235,354; 7,220,719; 7,217,509; 7,177,766; 7,097,978; 7,070,934; 7,067,317; 7,045,304; 7,026,462; 7,013,219; 7,001,768; 6,989,269; 6,979,539; 6,933,133; 6,785,613; 6,780,590; 6,777,185; 6,689,558; 6,610,489; 6,607,882; 6,599,692; 6,534,261; 6,511,808; 6,503,717 and 6,453,242; this agreement to run with any patent granted on the above-captioned application Serial No. 09/844,662 and to be binding upon the grantee, its successors or assigns.

4. In making this disclaimer, the assignee does not disclaim the terminal part of any patent granted on the above-captioned application Serial No. 09/844,662 that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154-156 and 173 of U.S. Patent Nos. 7,235,354; 7,220,719; 7,217,509; 7,177,766; 7,097,978; 7,070,934; 7,067,317; 7,045,304; 7,026,462; 7,013,219; 7,001,768; 6,989,269; 6,979,539; 6,933,133; 6,785,613; 6,780,590; 6,777,185; 6,689,558; 6,610,489; 6,607,882; 6,599,692; 6,534,261; 6,511,808; 6,503,717 and 6,453,242; in the event that U.S. Patent Nos. 7,235,354; 7,220,719; 7,217,509; 7,177,766; 7,097,978; 7,070,934; 7,067,317; 7,045,304; 7,026,462; 7,013,219; 7,001,768; 6,989,269; 6,979,539; 6,933,133; 6,785,613; 6,780,590; 6,777,185; 6,689,558; 6,610,489; 6,607,882; 6,599,692; 6,534,261; 6,511,808; 6,503,717 and 6,453,242 later (a) expires for failure to pay a maintenance fee, (b) is held unenforceable, (c) is found invalid by a court of competent jurisdiction, (d) is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, (e) has all claims cancelled by a reexamination certificate, (f) is reissued, or (g) is, in any manner, terminated prior to the expiration of its full statutory term.

5. Payment in the amount of \$130.00 for a Terminal Disclaimer fee under 37 C.F.R. § 1.20(d) is included.

Respectfully submitted,

Date: August 11, 2008

By: _____



Dahna S. Pasternak
Registration No. 41,411

ROBINS & PASTERNAK LLP
1731 Embarcadero Road, Suite 230
Palo Alto, CA 94303
Tel.: (650) 493-3400
Fax: (650) 493-3440